

EASEMENT FOR INGRESS AND EGRESS

12/30/05 9:32:20
BK 518 PG 57
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEREAS, **BULL MARKET OF MISSISSIPPI, LLC.** is the owner of certain property located in the Northeast Quarter of Section 11, Township 2 South, Range 8 West of the Chickasaw Meridan, City of Southaven, DeSoto County, Mississippi as shown in Deed Book 376, Page 275, in the Register's Office of DeSoto County, Mississippi and **CREWS INVESTMENT PROPERTIES OF TENNESSEE**, a Tennessee Limited Liability Company, is the owner of certain property located in the said Northeast Quarter of Section 11, Township 2 South, Range 8 West of the Chickasaw Meridan, City of Southaven, DeSoto County, Mississippi as shown in Deed Book 465, Page 700, in said Register's Office, and whereas the Crews property has now been subdivided into **CREWS-HOLLY** Subdivision, of record in **PLAT BOOK 88, PAGE 4**, in the said Register's Office; and

WHEREAS, each of the parties desire to have access, ingress and egress to, from and across the boundary line between the said **Bull Market of Mississippi, LLC** property and **Lot 1** of said **Crews-Holly** Subdivision as hereinbefore mentioned; and

NOW, THEREFORE, for and in consideration of one dollar in hand paid and the mutual advantages flowing from each of the parties to the other, the said parties do hereby grant to each other, *a 20 foot right of ingress and egress to, from and across the joint boundary line of the properties above referred to as shown on the EXHIBIT attached hereto* and made a part hereof as fully as if the said exhibit were copied herein verbatim.

This Easement Agreement shall be perpetual in nature and run with the land and be binding upon the parties hereto, subsequent owners and assigns thereof.

FURTHER, the parties hereto recognize that there exists easements for utilities along the boundary line of the Crews-Holly Subdivision and do agree that should either party being the owner of any portion of the properties bounded on said easements cause damage or disruption of the use of said utility easements of any portion thereof, that such party shall immediately as soon as practicable remedy such damage or disruption at his own expense or otherwise, any of the parties shall have the right to remedy and repair any such damage or interruption of usage of said easements and recover the cost thereof from the damaging party.

IN WITNESS WHEREOF, the parties have set their hands this the 17th day of May, 2005.

BULL MARKET OF MISSISSIPPI, LLC.

BY: _____

Dewitt Stroud, Chief Manager

CREWS INVESTMENT PROPERTIES OF TENNESSEE

A Tennessee Limited Liability Company


BY: 

Mike Slattery, Vice President

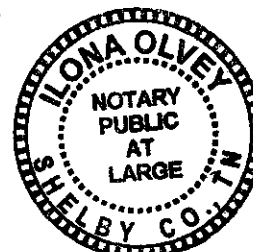
**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared Dewitt Stroud, with whom I am personally acquainted and who, upon oath, acknowledged himself to be Chief Manager of Bull Market of Mississippi, LLC, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed, signed, sealed and delivered the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company as Chief Manager.

WITNESS my hand and Notarial seal at office this the 17th day of May, 2005.


Notary Public

MY COMMISSION EXPIRES: MY COMMISSION EXPIRES JAN. 28, 2007

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared Mike Slattery, with whom I am personally acquainted and who, upon oath, acknowledged himself to be Vice President of Crews Investment Properties of Tennessee, A Tennessee Limited Liability Company, the within named bargainor, A Tennessee Limited Liability Company and that he as such Vice President, being authorized so to do, executed, signed, sealed and delivered the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company.

WITNESS my hand and Notarial seal at office this the 4th day of May, 2005.

Christina Hill Andrews
Notary Public

MY COMMISSION EXPIRES: January 28, 2007



This Instrument prepared by:
Rhonda Bundy, Attorney
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Return to:
Nat Parham, Attorney
Edco Title and Closing Services
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Cordova, TN 38018
PH: 901-753-2300

GRANTOR'S ADDRESS:
284 German Oak Dr, Suite 200
Memphis, TN 38018
Bus # (901) 684-6622

GRANTEE'S ADDRESS:
7556 Raleigh LaGrange Road
Cordova, TN 38018
Bus # (901) 756-2822
No other number available

DETENTION NOTE:
THE BASIN SHOWN ON THIS PLAN IS DESIGNED TO
DETAIN THE FLOW FROM THE DEVELOPED PORTIONS
OF THE ENTIRE 2.52 ACRE SITE, WHILE PASSING
FLOWS FROM FULLY DEVELOPED UPSTREAM SITES
DETAINED TO C=0.3. ONLY LOTS 1 & 2 SHALL
FLOW INTO THE DETENTION POND ON LOT 1.
LOT 2 SHALL HAVE THE SAME RIGHTS AND PRIVILEGES
FOR USE OF THE DETENTION POND AS LOT 1. MAINTENANCE
TO THE DETENTION POND SHALL BE SHARED BETWEEN THE
OWNERS OF LOTS 1 & 2.

UNOBSTRUCTED INTERNAL CIRCULATION SHALL BE
PROVIDED BETWEEN LOTS 1 & 2.

